The Solicitors' Journal

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CURRENT TOPICS

Coroners' Society Centenary

CONGRATULATIONS are due to the Coroners' Society of England and Wales, which attains its centenary this month, with Dr. G. C. MORT, coroner for Liverpool, as its centenary president. The origin of the office is almost lost in antiquity. There is evidence that it came into existence before 1194, which is the date given by Stubbs. In early times its main function was to preserve the "pleas of the Crown" and Blackstone (i, 345) remarked that in this sense the Lord Chief Justice of the King's Bench was the principal coroner of the kingdom and might, if he pleased, exercise the jurisdiction of coroner in any part of the realm. One can hardly imagine him doing so to-day, but the office is no less important for that, even though it has its detractors who urge that it is unnecessary. Since the Coroners (Amendment) Act, 1926, on inquiries as to the manner of death the coroner has power to order a special examination of the body if he thinks that this will render an inquest unnecessary. Before this Act a case occurred (in 1901) where an inquest was held on a Peruvian mummy broken on the way from South America to Belgium. The coroner's office is, so far as we know, the only judicial office, other than registrar or master, to which a solicitor can aspire without having to be called to the Bar and to wait a number of years, for when he attains five years' standing as a solicitor he shares qualification for the office with barristers and doctors of five years' standing. On an occasion such as this it would be ungracious to enter into the many controversial questions concerning this most ancient and honourable office, and we therefore tender our congratulations to all coroners, whether they are brother solicitors or members of either of the two other interested professions.

Legal Aid: Promised Legislation

THE question which, it was announced at the end of last year, Viscount Simon was to put to the Lord Chancellor in the House of Lords, relating to legal aid, was asked on 18th February. Referring to poor persons' divorces, his lordship said that especially now that there was a special system of help for men and women in the forces, the problem threatened to swamp the field of existing facilities for poor persons. Lord Rushcliffe and Viscount Maugham both spoke in support of the Rushcliffe Committee's Report, the former saying that quite early in their deliberations the committee had come to the conclusion that a new approach to the whole question was overdue. The Marquess of Reading said that it was not right that people should be dependent on charity to have their rights resolved. The Lord Chancellor said that his predecessor had referred the Rushcliffe Committee's Report to The Law Society to work out a detailed scheme, and in the next few weeks he hoped to receive their report. In the meantime, he had submitted the matter to his colleagues and had obtained their approval for the main points. They accepted that there should be a wide extension of legal assistance and that barristers and solicitors should receive reasonable remuneration. They also accepted that the legal aid scheme should be administered by the legal profession, and not by the State or the local authority. In quasi-criminal cases, they agreed that the overriding consideration should be whether it seemed desirable in the interests of justice to grant that aid, and any doubt should be resolved in favour of the applicant. Legal aid in civil cases, his lordship said, would involve very large sums of money and complicated legislation. The Government accepted the report in its broad outline, and would do its best to get it translated into law without delay.

Payment for Poor Persons' Defences

A POINT of view which does not receive sufficient emphasis in the spate of opinions which have been aired in the Press recently on legal aid was well put by an anonymous correspondent signing himself "Recordator," to the *Western Mail*, of 29th December, 1945. "After all," he wrote, "you have no right to ask a barrister to come down from London to Wales and pay his railway and hotel expenses out of the princely sum of £3 5s. 6d., which is all the court can allow him unless the actual conduct of the case lasts more than five hours. It is a wage at which a docker would turn up his nose." A murder case or an affiliation appeal, he indicated, are hardly the type of cases to which "the rate for the job" applies. The inference from "Recordator's" letter was that the rate of pay attracts the wrong talent. While agreeing that it is wrong that payment for important public work of this character should be so inadequate as to involve professional men in expense, we cannot support the inference that only those who can afford the "advertisement" or those of permanently inferior ability are employed in poor persons' defences. There is notoriously more talent at the bar than can obtain full employment, and prisoners have every chance of obtaining a defender of skill and experience. Moreover, eminent counsel of proved accomplishment frequently act for poor litigants and it is to their credit that this should be so. The aspect of the matter which is definitely wrong is that professional persons, whether they be counsel or solicitors, should be obliged to pay for what is clearly a public service which should be paid out of the public pocket. If there is to be justice for the citizen who goes or is brought to the court, there should equally be justice for those professional persons whose assistance is essential to the course of justice.

Requisitioning Powers

A HOPE was expressed by the Home Secretary in the Commons on 19th February that it would be possible to give as much as a fortnight's notice of intention to enter on land under the Defence Regulations, and during that time representations could be made to the appropriate Department. The matter was raised by The Rt. Hon. J. S. C. REID, K.C., who moved that an Order in Council dated 20th December, 1945, be annulled. He said that the powers given by the Order were unprecedented in peace-time, and he could not understand why they should still be necessary. He added that, subject to any instruction by one of the three Service Departments, any member of the forces, commissioned or non-commissioned, acting in the course of his duty, could enter on and do any work on land. The competent authority could also take possession summarily and without any right of appeal of any house, inhabited or uninhabited. The Home Secretary pointed out that requisitioning powers were seldom used except in the case of buildings for dealing with homeless persons. It was still essential to have power to do work on land without the necessity for requisitioning it, because it was under these regulations that opencast coal was worked, and the County Agricultural Committees and the Ministry of Works found it necessary in connection with the ploughing up of land and the removal of defence works. The Government were anxious that none of these regulations should be used oppressively, and as it became less necessary to rely on them they would be revoked in order that they should not be capable of abuse. The motion for the annulment was negatived by 169 votes to 41. Even though no date can yet be fixed for the revocation of these extraordinary powers, the Government assurance that they will be revoked is welcome. In the meantime, whatever the hopes expressed by the Home Secretary, grave injustices can result from insufficient notices of requisitioning, and something more like an official assurance that adequate notices would be given might reasonably have been expected on the motion.

Reinstatement in Civil Employment

THE umpire has held, in a recent appeal by the Colonial Office against a recommendation of a special committee of the Treasury, that the provisions of the Reinstatement in Civil Employment Act do not apply to employment outside the United Kingdom. The applicant had in 1941 been sent as a temporary electrical engineer to Singapore, by the Public Works Department of the Government of the Straits Settlements. After the fall of Singapore he escaped to Australia and was later commissioned in the Indian Army. In September, 1944, he was transferred to a hospital in India, suffering from dysentery. The recommendation of the special committee was that employment should be made available to him and he should be compensated for loss suffered or likely to be suffered. The umpire, allowing the appeal, stated that the whole scheme for operating the Act was domestic in the sense of relating to internal affairs which would find no place outside the United Kingdom. A perusal of the regulations, with their reference to "local offices," would show their limitations to Great Britain and Northern Ireland. He stated that the Act, "except as expressly provided," did not operate outside the United Kingdom.

Appeals against Sentence

LORD GODDARD'S strong statement in the Court of Criminal Appeal, on 18th February, on the subject of appeals against sentences cannot but command general approval. The court had heard an appeal against a sentence of three years' penal servitude imposed by the Central Criminal Court for housebreaking. His lordship said that the time had come when, owing to the state of crime in this country, sentences had to be severe. The court would not shrink from increasing a sentence where it thought right to do so. In the present case, taking into account that the appellant did not go to the house armed and that he had not been previously convicted, the sentence would stand. Many of the convicted persons who appeal against sentence to the Court of Criminal Appeal do so without having had the benefit of a solicitor's advice, and if sufficient publicity is given to this important pronouncement by the Lord Chief Justice, a great service will have been performed in the interests of the administration of justice. When clients express a wish to appeal to quarter sessions from convictions in the magistrates' courts, solicitors never fail to tell them that they will in fact be asking for a complete rehearing, with the not remote possibility of an increase in sentence at the end of it (Summary Jurisdiction Act, 1879, ss. 19 and 31, and s. 1 of the Summary Jurisdiction (Appeals) Act, 1933), even if the appeal is not expressly against sentence. Another reason why the statement of Lord Goddard deserves publicity is that the right of appeal is more generally known and used by the criminals who are accustomed to assizes but an appeal aid certificate to quarter sessions is not so easily obtained under s. 2 of the 1933 Act, nor are the appellant's rights in this respect so widely appreciated. Solicitors never discourage appeals in proper cases, but naturally advise clients of the dangers and difficulties involved.

"Reasonably . . . Incurred Expenditure"

WE are indebted to the *Estates Gazette* of 5th January, 1946, for an interesting report of a case before the General Claims Tribunal, in which an owner of a freehold dwelling-house claimed £37 10s. 6d., the amount she had paid to her builder for making good damage which she alleged had been caused to walls, a path and a pillar, by the removal of railings on behalf of the Ministry of Works. The builder who had done the work admitted, in cross-examination, that he had submitted two estimates, one in July, 1942, and the other in December, 1943, each of which amounted to £37 10s. 6d., although the work each covered was different. He said that by an error certain matters were omitted from the second estimate. During the course of counsel's address on behalf of the competent authority, the Chairman, Mr. ARTHUR MOON, K.C., said: "What we have to consider is whether the expenditure by Mrs. Clark was reasonably incurred. Are you saying that she was unreasonable in paying the builder the sum he charged her? Supposing he charged her too much. Is she not yet reasonable in paying it?" Counsel replied that if that were so, the administration of Defence Regulation 50B, para. 8, would be impossible. The Chairman replied that the authority could have told the claimant that the amount charged was too much. There was an award against the authority for the full £37 10s., with costs. The words of the relevant paragraph are: "reasonably or at all incurred any expenditure in making good . . . any damage . . ." They are by no means transparently clear, although their common-sense intention is beyond doubt. What is reasonable is, as Mr. Justice LEWIS remarked, a question of degree, and even where a claimant accepts the more expensive of two estimates from different builders, it is not a conclusive inference that he has acted unreasonably.

Recent Decision

In *Williams and Another* v. *London Midland and Scottish Railway Company*, on 19th February (*The Times*, 20th February), SELLERS, J., held that in the circumstances of the case, a letter written by a hotel manager in the employ of the defendants to the wife of the plaintiff was defamatory. The letter stated that Lieut. Williams and Mrs. Williams stayed at the defendants' hotel on three successive nights in June, 1943. The circumstances were that, in fact, Mrs. Williams had not been to the hotel with the plaintiff and the innuendo was that the plaintiff, who, in fact, had arranged two separate rooms in the hotel for himself and a Miss H and her sister, had committed adultery with Miss H, that he had aided and abetted her in committing the offence of registering in a false name, and that he had been guilty of conduct prejudicial to good discipline and order. His lordship held that although the error of the hotel staff was unintentional the defendants were none the less liable. His lordship awarded £5 damages to the first plaintiff and £10 to the second plaintiff, with costs down to the time of payment into court.

COMPANY LAW AND PRACTICE

INVESTMENT (CONTROL AND GUARANTEES) BILL

THE Investment (Control and Guarantees) Bill was mentioned recently in this column, and the time would seem now to have arrived when an examination of some of its main provisions is urgently necessary. Let me say at the outset that I do not propose to deal with the Bill at all in so far as it relates to guarantees—this is more a commercial than a legal matter, and in so far as it does raise legal problems, they will probably concern only a very small number of practitioners.

The Bill, however, in so far as it controls investment, will concern a great number of people. Clause 1 is of a pattern which is nowadays not unfamiliar: it confers on the Treasury power to make orders for regulating, subject to such exemptions as may be specified in the orders, (*a*) the borrowing of money in Great Britain; (*b*) the raising of money in Great Britain by the issue, whether in Great Britain or elsewhere, by any body corporate, of any shares in that body corporate; (*c*) the issue for any purposes by any body corporate of any shares in or debentures or other securities of that body corporate, if either the body corporate is incorporated under the law of England or Scotland, or the shares, debentures or other securities are or are to be registered in England or Scotland; and the issue for any purposes by any government, other than His Majesty's Government in the United Kingdom, of any securities of that government which are or are to be registered in England or Scotland, and (*d*) the circulation in Great Britain of any offer for subscription, sale or exchange of shares, debentures or other securities of any body corporate not incorporated under the law of England or Scotland, or of securities of any government other than His Majesty's Government in the United Kingdom.

Paragraph (*a*) does not apply to the borrowing of money by any person (other than a local authority) in the ordinary course of his business from a person carrying on a banking undertaking.

In the Schedule to the Bill are set out provisions as to enforcement and penalties which are to have effect in relation to orders made under the first clause; but that clause expressly provides that the rights of the persons concerned in any transaction are not to be affected by the fact that the transaction was in contravention of any such orders.

Substantially, I have set out above the relevant clause of the Bill as originally presented; accompanying the Bill is a memorandum and draft of order to be made under cl. 1 of the Bill, and these are very interesting documents to the lawyer. The memorandum is especially interesting because it contains this surprising statement: "Under this Order, the scope of the control and of the exemptions therefrom will be substantially the same as at present." This is definitely not the case: at the present moment an ordinary common form reconstruction can be carried out without Treasury consent if the new company is a private company; under the new proposed draft order Treasury consent would, in the vast majority of cases, be necessary.

This only confirms what I suspected when I first read cl. 23 of the Coal Industry Nationalisation Bill, that some of this drafting is either done much too hastily, or done by persons with insufficient knowledge of company law and practice, or possibly both. Clause 23 of that Bill, as originally drafted, referred to the rights of priority conferred on classes of members "by the memorandum and articles of association of the company," entirely ignoring the fact that the rights attached to classes of shares are quite frequently not set out in either the memorandum or the articles. I find it difficult to believe that the constitutions of all the 800 odd colliery undertakings have been examined and that such examination has shown that, in every case, the rights attached to the shares are set out in memoranda or articles.

The Bill and the Order will take the place of para. 6 of the Defence (Finance) Regulations and the various Capital Issues Exemptions Orders, and I will deal at once with the reconstruction point, as it is one of considerable importance and urgency. Under para. 2 (1) (*d*) of the Capital Issues Exemptions Order, 1941, it is permissible for a private company without Treasury consent to issue securities up to any amount to the vendors of any undertaking or their nominees if—

> (i) none of those securities are shares not fully paid, and
> (ii) no part of the consideration for the issue consists of cash, other than cash forming part of the assets of the undertaking or cash which has been paid to the vendors as or as part of the purchase price of the undertaking.

By para. 3 of the same order it is provided that nothing therein applies in relation to any issue of securities made wholly or partly for the purpose of capitalising profits or reserves.

The ordinary reconstruction is therefore quite feasible at the moment; you can put your existing company into liquidation, register the new company, enter into the sale agreement and allot the shares which represent a part of the consideration, almost in the twinkling of an eye, assuming there is an eye still capable of twinkling in this austere age. It might be observed in passing that it is believed the Treasury have taken the view that "undertaking" as used in that Order does not include part of an undertaking. Whether this view is right or wrong I do not pause to consider, though in passing it might be noted that in s. 55 of the Finance Act, 1927, it was considered necessary expressly to provide that the term "undertaking" included part of an undertaking.

This provision, however, does not appear in the new draft order; instead we get this:—

> "Subject to the exemptions contained in Part II of this Order, a body corporate incorporated under the law of England or Scotland shall not, without the consent of the Treasury, issue any securities if the purposes or effects of the transaction consist of or include—
>
> (*a*) the capitalising of profits or reserves; or
>
> (*b*) the amalgamation of two or more bodies corporate, or the absorption of one or more bodies corporate by another body corporate, or the acquisition by one body corporate of control of another body corporate; or
>
> (*c*) the raising or borrowing of money outside Great Britain; or
>
> (*d*) the exchanging or substituting of new securities for redeemable securities already issued."

Put very shortly, the exemption contained in Pt. II of the draft order is the existing £50,000 concession applicable to companies registered before the 1st December, 1944; but Pt. II insists that the exemption thereby conferred shall not apply to any issue of securities, if the purposes or effects of the transaction consist of or include the capitalisation of profits or reserves.

Although it may surprise the draftsman to discover this fact, subpara. (*a*) above practically prevents any reconstruction of a successful company without Treasury consent, because the effect of the transaction is almost certain to include the capitalising of profits or reserves. (Incidentally, why does the order use "capitalising" in one place, and "capitalisation" in another? If they mean the same thing, why not use the same word? If they mean different things, we ought to have some guidance as to what the difference is.) It is usual, in such cases, for the new company to take over the whole of the assets of the old company, lock, stock and barrel. This must include all profits of the company; those recently earned are, it is true, sometimes excepted from the sale, but the credit balance to profit and loss account is not, and there is no question but that this is profit and that the sale capitalises it. Therefore, Treasury consent is necessary; under existing regulations it could not be successfully argued that in a normal case the issue of securities is made wholly or partly for the purpose of capitalising profits or reserves.

Then we come to (*b*). I do not profess to understand what all of this means; the meaning of "amalgamation" has been freely discussed in the courts (see *Re Walker's Settlement* [1935] Ch. 567). It may well be the draftsman meant "amalgamation of the undertakings of two or more bodies corporate," which is a different thing from the amalgamation of the bodies corporate themselves (see the observations of Romer, L.J., in *Re Walker's Settlement*, *supra*, at p. 582), but he has not said it.

What "absorption of one or more bodies corporate by another body corporate" means is not clear; but in my judgment it cannot include, any more than amalgamation can include, a reconstruction of the ordinary kind. The other body corporate does not absorb the bodies in such a case; it absorbs the undertaking, taking care, as a rule, to say so, in order to get the benefit of s. 55 of the Finance Act, 1927, as amended. Under (*b*), therefore, the reconstruction has nothing to fear; it is already moribund under (*a*) anyway.

So far we have only examined, in connection with this reconstruction business, the proposed provision corresponding to para. 2 (1) (*d*) of the Exemptions Order of 1941; but the draft order also provides that, subject to the exemptions contained in Pt. II (as to which see above), a body corporate shall not, without the consent of the Treasury, raise money in Great Britain by the issue whether in Great Britain or elsewhere of any shares in that body corporate. Now the assets of the old company which are taken over are almost certain to include some cash; and, if that be so, it is the inescapable conclusion that the new company is raising money by the issue of its shares, thus, by another method, bringing in Treasury control.

To those who say that, in the case under £50,000, there is no real difficulty because the new company will almost certainly get consent, I would say that, in practice, the thing is very difficult. You would either have to register the new company well in advance, under a different name, and wait for the consent (a course to which there are practical objections), or put the old company into liquidation, register the new company and wait. If you don't get consent in the end, you have liquidated the old company for nothing.

Enough has been said to show that, in one material respect at any rate, the original proposals differ very substantially from the existing law. It has now been indicated that the draft order may be revised: it is sincerely to be hoped that a better job will be made of it than the original draft.

A CONVEYANCER'S DIARY

DELAYS IN THE LAND REGISTRY

I SHOULD like to associate myself with the remarks, in our "Current Topics" column of 16th February, on the subject of delays at the Land Registry. Mr. Easton, the Master of the Worshipful Company of Solicitors of the City of London, has indeed done a public service in calling attention to the present highly unsatisfactory state of affairs. The delays are, it seems, of two kinds: first, in connection with registered land, registrations of title are now stated to take nineteen weeks from the date of receipt unless a special expedition fee of one guinea is paid, which cannot be paid in all cases. Further, though this point was not mentioned in our "Current Topics," there are grave delays in the despatch of official searches under the Land Charges Act. I should be grateful if readers of this column would be so good as to let me have for publication here (with names suppressed, if so desired) examples of either sort of delay. In the meantime, I have made some inquiries about delays in searches under the Land Charges Act. I understand that a practice is growing up of completions taking place, without the proper searches, on the assurance of the vendor's solicitor that there are no relevant entries on the register. This practice appears to be dangerous, since the vendor's solicitor, in all good faith, may not know of all his own client's activities. Further, it is stretching the duty of the profession to help clients rather too far if solicitors are to be expected to take risks, whichever side they are acting for, merely in order to make good the delays of the Government Department charged with the duties of maintaining the register and of supplying the needful information.

The following is a specimen of searches made by a London solicitor and selected by him at random from the cases now or recently in his office:—

(1) Five names; search despatched 10th January, 1946; certificate received 29th January, 1946.

(2) Three names; search despatched 15th January, 1946; certificate received 31st January, 1946.

(3) Two names; search despatched 23rd January, 1946; certificate received 8th February, 1946.

(4) One name; search despatched 11th January, 1946; certificate received 26th January, 1946.

The inconvenience caused to clients, even more than to solicitors, by delays of this kind needs no description.

RESTRICTIVE COVENANTS AND THE CONVERSION OF EXISTING HOUSES

A pamphlet has been recently published by H.M. Stationery Office setting out the report of the sub-committee of the Central Housing Advisory Committee on the conversion of existing houses into larger numbers of dwellings. Anyone who has walked through those areas of London where there are rows of large empty old-fashioned houses must have wondered whether a greater contribution might not be made to the provision of houses by their conversion into flats. Not only are the main walls and roofs there already, but the houses are generally well and substantially built. Further, to those of us who live in the country, any arrangement which will tend to diminish the speed with which the towns spread towards us, while yet providing houses which are needed, must be most welcome. The sub-committee have made recommendations for subsidies to enable these steps to be taken by private owners, a very desirable plan.

The sub-committee consider that the existing Housing Acts have rendered no substantial assistance on this subject. Among other difficulties to which they draw attention is that alleged to be caused by existing restrictive covenants. The sub-committee set out the position fairly fully, but there is, unfortunately, no evidence that they took legal advice covering the whole subject. As we shall see, some of their criticisms of the existing law, and the whole of their criticism of its administration by the county courts, are without justification. It would be interesting to know whence they obtained their partial information.

Restrictive covenants prevent the conversion of one house into two or more flats if they provide expressly against such conversion or against alterations, or if they require the building to be used as "a private dwelling-house only." Such covenants may appear in leases, or they may be imposed upon the freehold.

As often explained in this column, a very high proportion indeed of all restrictive covenants affecting freeholds are now unenforceable owing to flaws in the titles of the potential plaintiffs. For removing doubts, a declaration that the covenants are unenforceable can be obtained from the Chancery Division under s. 84 (2) of the Law of Property Act. The sub-committee do not mention the fact of such unenforceability or this procedure at all. They refer to "s. 84" generally when they mean s. 84 (1). They state that the other procedures, to which they do refer, are objectionable as being expensive, not comprehensive, complicated, uncertain and protracted (para. 85 of the report). None of these criticisms would have been justified with relation to s. 84 (2), as is well known to those of us who have been engaged in cases thereunder.

The second procedure, which is open in respect both of covenants upon freeholds and of those leasehold covenants which are contained in leases originally of more than seventy

years and still having fifty years to run, is to apply to the authority, under s. 84 (1) of the Act, for an order varying, modifying or discharging those covenants upon the ground of obsolescence or of change in the character of the neighbourhood. I entirely agree with the sub-committee that this procedure—not in a court of justice—is in practice unsatisfactory. It should not be adopted unless it is clear that no other relief is obtainable. In fact, for the purpose of getting such relaxations as will enable houses to be converted into flats, it is difficult to see in what events relief could be obtained under s. 84 (1), but could not be obtained under the third procedure, viz., that under s. 163 of the Housing Act, 1936. Under this section the county court has jurisdiction to modify covenants, either on leaseholds of *any* duration or freeholds, so as to permit the conversion of a dwelling-house into two or more tenements, if it has become impracticable to let the single house owing to changes in the character of the neighbourhood. This jurisdiction is not confined to tenements for the working classes: *Johnston* v. *Maconochie* [1921] 1 K.B. 239. Of course, no one will apply under s. 163 in those freehold cases where there is a reasonable chance of getting an order under s. 84 (2) declaring the covenants altogether unenforceable. But I find it difficult to understand why so little use is made of s. 163. I have never personally been concerned in a case where it was actually invoked or where I was asked whether it could be invoked. Nor have I ever met anyone else who has been so concerned. The sub-committee omit to state on what grounds they allege that the procedure under s. 163 is expensive, complicated, uncertain or protracted. None of those accusations can usually be entertained for one moment with respect to the county courts in this country. Unless they can be substantiated by the evidence of persons experienced in these matters, they should be withdrawn. The real trouble with this section is that it has practically never been tried. To encourage people to try, however, I agree with the recommendation of the sub-committee that the reference in s. 163 to change in the character of the neighbourhood should be widened to permit the modification of any covenant, freehold or leasehold, so as to permit the conversion of the building into two or more tenements where it is, in the opinion of the court, expedient so to do. The making of the order can and should be left entirely to the discretion of the county court judges, than whom there can be no body of men more painfully aware, through their weary experience of cases under the Rent Restrictions Acts, of the urgent necessity at this time of more houses.

After making the charge—unjustified at least so far as s. 84 (2) and s. 163 are concerned—that the procedure under the Law of Property Act and the Housing Act is "open to objection on the grounds not only of expense, but because it does not meet all cases, and is complicated, uncertain and protracted" (para. 85 of the report), the sub-committee write in para. 86 that "from the point of view of simplicity and of the saving cost to the applicant" they see some advantage in the suggestion that concurrent jurisdiction should be vested in the planning authority, with an appeal to the Minister of Town and Country Planning, and they recommend accordingly. Apparently this jurisdiction is to be as wide as that which they propose should be given to the county court, viz., the right to make orders independently of changes in the character of the neighbourhood. The recommendation appears to be contrary to principle, apart from the fact, demonstrated above, that it is made without reference to the main power already vested in the Chancery Division and in connection with unjustified aspersions on the county court. Covenants, freehold or leasehold, create legal rights. Unless, under the general law, they have become unenforceable, it appears quite wrong to allow them to be taken away, without a public hearing, by an official sitting in an office, even though there be provision for compensation to be assessed by the Official Arbitrator (as the sub-committee propose). No doubt the method would be more simple from the point of view of those who wish to destroy the rights of others, and also a little less expensive to the applicant. But such an argument, if generally accepted, would mean the end of justice and of freedom. The sub-committee further seek to excuse their proposal with the argument that even if the court or authority has modified the covenant (or, they should have added, even if the covenant is declared unenforceable under s. 84 (2)), the consent of the planning authority would still have to be obtained for the conversion. Why not, therefore, allow the two operations to be performed in one? This argument overlooks the fact that the planning authority is concerned with the enforcement of the planning scheme for the district, whereas the covenant protects the interest of the reversioner upon a lease or of the owner of neighbouring freehold property. Indeed, the covenant may, and quite often does, require a much higher standard of building and amenity than would be required under the town planning scheme for the district.

I regret that the sub-committee's report contains these obvious blemishes which cannot but undermine the faith of the legally qualified reader in the report as a whole. The need for houses is desperate, and there should be no difficulty in the passage through Parliament of a two-clause Bill enacting the proposed subsidy and extending the powers of the county court in the manner suggested. Nor is there any obstacle to the more vigorous pursuit, by those who are interested to do so, of relief under s. 84 (2) of the Law of Property Act or of s. 163 of the Housing Act, as amended.

LANDLORD AND TENANT NOTEBOOK

AN UNUSUAL ARBITRATION CLAUSE

LEASES and tenancy agreements of modern flats generally bind the tenants to observe a large number of rules and regulations, set out in a schedule, designed to promote smooth running and harmony. But one form of lease which I recently came across contained a provision which went far beyond what is usual. I cannot cite it *verbatim* (the prospective tenant, duly discouraged, declined to accept the grant) but its effect was this: the tenant covenanted to submit or refer any dispute arising, not between himself and the landlords, but between himself and any other tenant in the building, to the landlords' surveyor for decision. The questions which naturally suggest themselves are, is this a submission to arbitration, and is the provision void as ousting the jurisdiction of the King's courts?

The landlords' motives may have been to prevent harmful publicity, or they may have desired for romantic reasons to undo part of the work done by the late Lord Birkenhead and institute something like a court leet of their own. The provision read, however, as if it had been drafted by reference to a general arbitration clause, such as is a common feature of certain commercial contracts, in agreeing to refer disputes to a body appointed by a trade association.

A little research shows that arbitration has played a bigger part in landlord and tenant affairs than one might at first suppose. Apart from cases on arbitration clauses in certain types of leases, such as building and mining leases, quite a number of decisions have illustrated sundry points of arbitration law. Authorities frequently cited when there is a question whether there is an agreement to submit disputes or merely an agreement to be bound by a valuation are *Re Hopper* (1867), L.R. 2 Q.B. 367, and *Leeds* v. *Burrows* (1810), 12 Ea. 1; in the first-mentioned case, a lease of a farm provided that the tenant should quit if the reversion were sold, "valuers" to be appointed to assess compensation, but it was held that what was contemplated was an inquiry of a judicial nature, evidence to be heard, etc., so that the decision was an award on arbitration. But, in the older case, "referees" merely having to appraise the value of

COUNTY COURT CALENDAR FOR MARCH, 1946

Circuit 1—Northumberland
His Hon. Judge Richardson
Alnwick,
Berwick-on-Tweed,
Blyth, 11
Consett,
Gateshead, 12
Hexham,
Morpeth,
†*Newcastle-upon-Tyne, 14, 15 (J.S.), 21 (B.)
North Shields, 28
Seaham Harbour, 18
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†*Bolton, 6, 20 (J.S.), 27
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Circuit 10-Lancashire
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Circuit 12—Yorkshire
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†*Maldon, 21
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Circuit 40-Middlesex
His Hon. Judge Alchin
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Circuit 45—Surrey
His Hon. Judge Hancock, M.C.
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*Maidstone, 15
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*Ramsgate, 13
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Circuit 51 — Hampshire
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†*Southampton, 5, 12, 13 (B.), 19, 20
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Circuit 52—Wiltshire
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*Frome, 20 (B.)
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*Newbury, 4 (B.)
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Circuit 54-Somersetshire
His Hon. Judge Wethered
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†*Bristol, 1 (B.), 12 (R.), 13, 14, 18 (J.S.), 19, 20, 21, 22 (B.), 27
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Circuit 55 — Dorsetshire
His Hon Judge Cave, K.C.
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*Croydon, 8, 13, 18, 19, 20, 25
Dartford, 7, 21
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†*Barnstaple, 26
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†*Exeter, 14, 15
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Torrington,
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Circuit 58—Essex
His Hon. Judge Trevor Hunter, K.C.
His Hon. Judge Daynes (Add.)
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Circuit 59—Cornwall
His Hon. Judge Armstrong
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Camelford, 13
Falmouth, 5
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Newquay, 12
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The Mayor's & City of London Court
His Hon. Judge Dobson
His Hon. Judge Beazley
His Hon. Judge Thomas
His Hon. Judge McClure
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* = Bankruptcy Court
† = Admiralty Court
(R.) = Registrar
(J.S.) = Judgment Summonses
(B.) = Bankruptcy
(R.B.) = Registrar in Bankruptcy
(Add.) = Additional Judge
(A.) = Admiralty

hay and the spike-roll left by an outgoing tenant by agreement with the incomer, it was decided that their work was valuation.

On what will constitute a submission and the scope of such provisions we have such authorities as *Wade-Gery* v. *Morrison* (1878), 37 L.T. 270; again a farming lease, with a clause by which "all matters in dispute touching these presents, or any clause, matter or thing therein contained, or the construction hereof or anything to be done under the covenants or agreements herein contained, or any matter in any way connected with these presents, or the operation hereof, or the rights, duties, liabilities of either party in connection with the premises" were referable to arbitration; a supplemental deed of the same date modified the lease by releasing the lessee from certain restrictive covenants; the lessor's successors in title instituted forfeiture proceedings, and the lessee successfully moved for a stay. *May* v. *Mills* (1914), 30 T.L.R. was one of those cases in which an arbitrator had decided a matter not submitted to him, and attempted to get round the difficulty by deciding (as a fact) that he had jurisdiction; he had been appointed under a clause in leases of licensed premises providing for reference to arbitration of any question or difference arising during the term touching the agreement or premises, and what the award dealt with was a claim for damages for fraud by which the tenant alleged he had been induced to accept the lease.

The effect of an award has been demonstrated by *Doe d. Morris* v. *Rosser* (1802), 3 Ea. 15 and *Hunter* v. *Rick* (1812), 15 Ea. 100. In the one, an ejectment question had been submitted, and decided against the tenant; he refused to quit, urging in the proceedings that questions of freehold and inheritance could not conclusively be determined by the judgment of a private person; but it was held that he was precluded by the reference from giving evidence of title and disputing that of the lessor. But in *Hunter* v. *Rick* the plaintiff, who had sued his tenant S for ejectment (forfeiture on the ground of waste), and after all matters in dispute had been referred to arbitration, was awarded possession of the land and of certain hay, was held not thereby to have acquired a title to the hay against a third party who had removed it on it being sold by Mrs. S; property was not transferred by the mere force of the award. Lastly, I might mention the peculiar case of *Fitzsimmons* v. *Mostyn* (*Lord*) [1904] A.C. 46; a covenant gave a lessee a right to a renewal at his costs on payment of a sum calculated by reference, *inter alia*, to improved value, to be determined by the lessor's surveyor, or at the lessee's option by surveyors appointed by both and eventually an umpire, it was held that the costs of the arbitration were part of the costs of renewal, so that the umpire had no power to award them.

These authorities show that landlord and tenant may by the terms of the lease or by subsequent agreement refer a considerable variety of differences to arbitration, and accord with the principle that all disputes affecting civil rights in which damages only are claimed can be so dealt with; in one or two of the cases the grievance was to some extent a matter of tort rather than breach of contract. But none of the agreements to refer was remotely analogous to the provision contained in the lease of a flat which occasioned this article, not for arbitration between the parties, but between the tenant and strangers to the particular contract; and *prima facie* it would cover any dispute affecting civil rights in which damages might be claimed. Perhaps the nearest to this among reported cases are those concerning the functions of race stewards.

It may be that these considerations would not prevent the clause from operating, and that under it a recent action for defamation which, though not on account of forensic interest, was widely reported, would have been referable; for there is good if ancient authority to show that such matters may be dealt with by arbitration (*Linch* v. *Dacy* (1666), 1 Keb. 848). (The recent proceedings were brought under the Slander of Women Act, 1891; whether a surveyor, however many letters he may have after his name, is particularly qualified to decide such questions may well be doubted, though he would have had no difficulty in appreciating evidence as to thinness of walls which was adduced in the course of the case.) But it can only operate if the landlords can be found to have been authorised agents for effecting an agreement to arbitrate between the tenants concerned; and while less is heard about ouster of jurisdiction than was once the case, ultimately a court has a discretion, under s. 4 of the Arbitration Act, 1889, to refuse a stay for "sufficient reasons"; and this has been done on the ground that questions though within the scope of the agreement to refer would be better decided by the court (*Lyon* v. *Johnson* (1889), 40 Ch. D. 579).

COUNTY COURT LETTER

Warranty of Cows

In *Stanberry* v. *Hall*, at Spalding County Court, the claim was for £42 as damages for breach of warranty. The case for the plaintiff was that in July, 1944, he had had a visit from the defendant, who brought some cattle in a truck, and offered the plaintiff some beasts which would be out of calf in October or November, 1944. The plaintiff bought four cows for £30 each —a total of £120. One cow had already calved, and no question arose over that cow. The plaintiff was told the animals had been running with the bull, and he accepted what the defendant said about their being in calf. Their appearance gave no indication. If not in calf, the cows would have been worth £14 or £15 each. The plaintiff kept one cow, but it did not calve. He sold two cows, one of which did not calve, and was re-sold for £12 in an auction. The other calved in February, 1945, when the milk prices were lower than in October or November. The plaintiff therefore had to compensate the buyer of the cow. Had he known she was a late calver, the plaintiff would only have paid the defendant £20 for her. The profit on the re-sale of the two cows was £1 each. The defence was a denial of any warranty, the defendant's case being that he told the plaintiff that the cows had been running with the bull. Nothing was said about calving, and the defendant did not know where the plaintiff got the notion about their calving in October or November. Corroborative evidence was given by one witness that the defendant told the plaintiff that no warranty could be given that the cows would calve. The defendant denied that he had promised to take back any of the three cows. His Honour Judge Langman observed that, in the defence filed, the claim was disputed on the ground that the cows were sold as "believed to be in-calvers, but no other warranty was given." The inference was that nothing was said about calving. In court, however, it was said that an opinion only, and no warranty, had been given. The evidence of the plaintiff was accepted, viz., that a warranty had been given, that there had been a breach, and that the warranty was in respect of calving in October or November. As regards damages, the plaintiff had paid £30 per cow, but the value calveless was about £14. The plaintiff was entitled to £16 in respect of each of two cows which had not calved, and £5 for the late calver. Judgment was therefore given for the plaintiff for £37, with costs.

Decisions under the Workmen's Compensation Acts

Agreements for Lump Sums

In *Wallis* v. *British M.A.R.C.*, at Grantham County Court, the application was for a memorandum of agreement not to be recorded. The case for the applicant was that an agreement was filed in May, 1942, for the payment of 50 guineas, and 20 guineas costs, in settlement of his claim in respect of an accident in which he ultimately lost the tops of two fingers. The reason for the applicant having signed the agreement was that the war was then in progress, and he felt the prospects of employment were good. The amount had seemed adequate for the purchase of a small business, but the applicant now considered it insufficient. The respondents' case was that the amount seemed reasonable at the time. His Honour Judge Shove observed that the report of the medical referee showed that the applicant had a 40 per cent. permanent disability. The agreement was ordered not to be recorded.

In *Cant* v. *Aveling-Barford, Ltd.*, at the same court, the parties had agreed upon the payment of £200 and costs by reason of the applicant's loss of his right index finger. Compensation had been terminated in April, 1945, and arbitration proceedings were instituted. The claim was opposed by reason of the medical report, viz., that the disability did not prevent the applicant from earning his ordinary wages. The report of the medical referee showed that the applicant had a 20 per cent. permanent incapacity. His Honour ordered the agreement not to be recorded.

TO-DAY AND YESTERDAY

February 25.—On 25th February, 1821, the future Lord Campbell wrote to his brother, from the Temple, that he had "been crushing all thoughts of love and tenderness by writing about contingent remainders and executory devises." (He was within four months of becoming engaged to Miss Scarlett, the daughter of the future Lord Abinger, then a leader of the Bar.) He also gave some information about the case of Queen Caroline. "Scarlett insinuates that if he had defended the Queen he would have turned out the Ministers. I think I told you that the Queen asked him to defend her, and that Brougham threatened to throw up his brief. Lawyers on the same side in politics always hate each other much more bitterly than their antagonists."

February 26.—On 26th February, 1804, the future Lord Campbell wrote to his father: "I go on vigorously with my special pleading. Tidd considers me as a man of some taste, I am likely to reap the full advantages which I promised myself from a pleader's office . . . Nothing but the irresistible motives which spur me on could enable me to combat the disgust inspired by special pleading. It is founded upon reason but rude, rude is the superstructure. This, however, is a necessary post in carrying on your professional advances. The four judges who preside in the Court of King's Bench all practised as special pleaders."

February 27.—On 27th February, 1871, The Rev. Francis Kilvert wrote in his diary: "Clyro Petty Sessions. Fifteen people summoned for neglecting to have their children vaccinated, but they got off by paying costs. A full bench of magistrates, five, and the chief constable present. An old magistrate, Mr. Bold, came in late in long riding leggings, very dirty, for he had ridden from Boughrood. He amused himself during a dull part of the proceedings by combing his grey hair with a pocket comb. Then he lay back in his chair with his hands clasped behind his head."

February 28.—On 28th February, 1853, Lord Campbell wrote in his diary: "I served to-day on a Select Committee of the House of Lords, attended by the Lord Chancellor and four ex-Chancellors—Lord Cranworth, Lord Lyndhurst, Lord Brougham, Lord Truro and Lord St. Leonards. Five holders of the Great Seal I suppose never met in deliberation before. The "Bauble" is now very expensive to the public, there being an extra outfit of £2,000 to each new Chancellor, and a retiring pension of £5,000 a year to each ex-Chancellor."

March 1.—On 1st March, 1870, The Rev. Francis Kilvert noted in his diary: "Mrs. Lewis full of the troubles of the Glasbury policeman charged with stealing two spoons at the 'Rose and Crown,' Hay. Probably someone put them in his pocket, but he was undoubtedly drunk and has been dismissed from the service. He is now awaiting trial at Brecon Assizes."

March 2.—On 2nd March, 1858, Lord Campbell noted in his diary that: "Lord St. Leonards has declined the resumption of the Great Seal, and Sir Frederick Thesiger, under the title of Lord Chelmsford, is now Chancellor. Unfortunately, he is by no means a well-grounded lawyer, but he is a very good fellow, with a large store of mother wit. Everybody is well pleased with his elevation, and I dare say he will get on very decently."

March 3.—On 3rd March, 1812, the future Lord Campbell wrote to his father from the Temple reporting good professional progress. He had, however, just missed being appointed counsel to the Bank of England. The Court of Directors had agreed that as both candidates were suitable, the senior should be appointed. Having been told that Campbell's rival was the senior, they voted for him. The information was incorrect but the mistake could not afterwards be rectified.

Music and the Law

The eight-day case in the King's Bench Division which Mr. Moiseiwitsch lost not long ago (though, as Cassels, J., observed, without loss of honour or integrity) made a considerable impression, by reason of the costs, which is not yet effaced. But the leading musicians and impressarios who occupied Court No. 8 made the occasion a musical event. One cannot help hoping that some other time the venue may be changed. Two concerts in its Hall and plans for more have started a very pleasant new tradition in Lincoln's Inn which might provide an opportunity for a reconciliation with the law. Music has often found devotees among the lawyers. In 1677 the future Lord Keeper Guilford, being then Chief Justice of the Common Pleas, published anonymously "A Philosophical Essay of Music directed to a Friend." Roger North, his brother, noted of him: "I have heard him say that if he had not enabled himself by these studies, and particularly his practice of music upon his bass or lyra viol (which he used to touch lute-fashion upon his knee) to divert himself alone, he had never been a lawyer. His mind was so airy and volatile he could not have kept his chamber if he must needs be there, staked down purely to the drudgery of the law, whether in study or practice; and yet upon such a leaden proposition, so painful to brisk spirits, all the success of the profession, regularly pursued, depends." A century earlier Dyer, C.J., seems to have been of the same mind:

"For public good, when care had cloyed his mind,
The only joy for to repose his sprite,
Was music sweet, which showed him well inclined,
For he that doth in music much delight
A conscience hath disposed to most right;
The reason is, her sound within our ear,
A sympathy of heaven we think we hear."

Musical Lawyers

Not only did the Lord Keeper himself play and compose: Roger North likewise shared his recreations as well as his profession, and arranged a concert room with an organ and other musical instruments at his own country seat in Norfolk. His "Memoirs of Music" forms a companion piece to his brother's essay. More, Bacon, Jeffreys and Thurlow (the two last somewhat surprisingly, perhaps) all had more than a nodding acquaintance with music. In such a home of the Muses as More's house at Chelsea it was natural that music should flourish with the other arts and that he should have brought his young first wife to practise it. With his second far less congenial spouse it is remarkable that he "brought her to that case that she learned to play and sing at the lute and virginals, and every day at his returning home he took a reckoning and account of the task he enjoined her touching the said exercise." More's most recent biographer, the late Professor Chambers, notes that he could not sing and recalls that, though Roper recorded that he sang in the choir of Chelsea Church, a witty Frenchman had remarked that the two statements were not incompatible. Jeffreys, on the other hand, had a good voice, as befitted his Welsh origins, besides a knowledge of music. His award brought to an end in 1687 the battle of the rival organs put forward for erection in the Temple Church, a quarrel which had rent the two Societies for a space of some years. It is noteworthy that it went against the instrument of the candidate of his own Inn, the Inner Temple. Lord Camden was another musical lawyer. A letter of advice to his friend Sneyd Davies, engaged in writing an opera to be set to music by Handel, bears witness to his technical mastery of the art.

PRACTICE NOTE

PROBATE, DIVORCE AND ADMIRALTY DIVISION
(Divorce)

Evidence upon Affidavit

It is directed by the President that in all cases in which application is made pursuant to r. 25 (1) of the Matrimonial Causes Rules, 1944:—

(1) For leave to read affidavit evidence of non-access from Officers i/c Service Records;

(2) For leave to read affidavit evidence from medical officers in cases where the petition is based on incurable unsoundness of mind,

the application may be made to the judge at the trial, instead of by *pro forma* summons to a judge.

The affidavits referred to in (1) and (2) shall be lodged in the registry where the cause is proceeding and, if in order, will be indorsed by the registrar and filed.

It is further directed by the President that in the case of an unopposed summons for leave to admit as evidence the affidavit of the petitioner or of any witness other than as mentioned in (1) and (2) above, the application for an order of the judge shall be by *pro forma* summons, but the solicitor or his London agent, as the case may be, will not be required to attend upon the hearing of such summons, unless the judge shall so direct.

In causes proceeding in a District Registry of the High Court, the summons should be issued in such registry and transmitted, with the file of proceedings, to the Divorce Registry, London.

H. F. O. Norbury,
Senior Registrar.

18*th February*, 1946.

CORRESPONDENCE

[The views expressed by our correspondents are not necessarily those of THE SOLICITORS' JOURNAL.*]*

Abstracts and Assents

Sir,—I have read with interest your two recent articles in THE SOLICITORS' JOURNAL on the subject of the abstracting of probates and assents.

I am, as usual, somewhat behind with my reading, but there are two points which I venture to refer to, and which may not have been touched upon by others of your readers.

First, with regard to the views of The Law Society on this matter. These were set out in the *Law Society's Gazette* of August, 1944, and commented upon with proper severity in the November issue of *Law Notes*, on pp. 189–190.

I gather from your articles that the point to aim at in abstracting probates and assents is brevity, so that nothing is *abstracted* which may put a purchaser's solicitor on inquiry as to matters contained in the will. So far as probates are concerned, I respectfully agree that since 1925 the only thing which ought to appear in the abstract of title is an abstract of the grant. With regard to assents, however, the suggestion seems to be that any undesirable *recitals* contained in the assent should be omitted from the abstract, and that a purchaser need only "inquire into the correctness of the assent if the purchaser (? vendor) gives him an opening to do so by abstracting too much." I would submit that the omission from the abstract of anything contained in the original documentwill not help the vendor. Assuming that the assent is a document which must come on the title, is not the purchaser's solicitor bound to read the whole document when he examines the deed with the abstract, and to complete the abstract if it is in any way deficient, and would he not have notice of anything appearing in the *assent*, even though it is omitted from the *abstract* ? I would suggest that the mischief arises, not from a full *abstract* of the assent being delivered to the purchaser's solicitor, but from matter being inserted in the *assent itself* which could be omitted therefrom, but which, if included, puts the purchaser upon inquiry. If I may refer to *Law Notes* again, is the matter not effectively summed up in the last two lines of the article on pp. 283 and 284 of the issue of *Law Notes* for September, 1937, which state "avoid any recital of the will in any assent. The shorter the assent the better."

I shall look forward with interest to your further comments on this point in the "Conveyancer's Diary."

Bristol 1. E. W. DUVAL.

"The Conveyancer" writes :—

"I am much interested in this letter, and I have consulted the issue of *Law Notes* to which reference is made. I agree entirely with the severity of the comment therein. I also observe a reference there to s. 10 of the Law of Property Act, 1925, which I ought already to have mentioned. That section provides that in showing title to a legal estate in land "it shall be deemed not necessary or proper to include in the abstract of title an instrument relating only to interests or powers which will be overreached by the conveyance ot the estate to which title is being shown." It also provides that "a solicitor delivering an abstract framed in accordance with this Part of this Act shall not incur any liability on account of an omission to include therein an instrument which, under this section, is to be deemed not necessary or proper to be included, nor shall any liability be implied by reason of the inclusion of any such instrument." It follows from this section that wills of persons dying after 1925 should never be included in abstracts since they operate only in equity and the interests created by them are always overreached by a conveyance of the legal estate by a person claiming under an assent made by the personal representatives. A conveyance by the personal representatives themselves likewise overreaches provisions of the will. The fourth paragraph of the foregoing letter suggests a misunderstanding of my articles on this subject. I agree that I am guilty of the misprint by which the word "purchaser" was, in one context, substituted for the word "vendor." I hope that I did not imply that any material part of an instrument which is to be abstracted should be omitted from the abstract. I did mean that when an instrument is "neither necessary nor proper" to abstract (to use the words of s. 10), it is a serious error to bring its contents on to the title by "abtracting too much." Further, so far as the drafting of assents is concerned, I agree that it is right to "avoid any recital of the will in any assent" and also, within limits, that "the shorter the assent the better." The practice which I commend is, however, to include in the assent a recital of the fact that the deceased was estate owner immediately before his death so that this recital may, after twenty years, ripen into one which is to be accepted by a purchaser. I think that my correspondent and I are really in agreement about these matters, and I regret any obscurity in my previous articles."

Sir,—In "A Conveyancer's Diary" of 29th December, 1945, you invite suggestions, and I accordingly venture to make some.

1. That it should be decided whether or not a release of a mortgage can be endorsed on a transfer. "Wolstenholme" and "Prideaux" disagree—a sad commentary on the drafting.

2. That the archaic form of mortgage containing a covenant to repay capital in six months, which neither party intends or wishes, should be abolished.

3. That, failing a general power to trustees (including corporate trustees) to make charges, which I should welcome, corporate trustees should be put on the same footing as the Public Trustee, and that s. 42 of the Trustee Act should not be limited to cases where an appointment is made by the court, a requirement which information from a trustee department of a leading bank suggests makes s. 42 a dead letter. At this moment I am dealing with two cases where it is wished to appoint a corporate trustee other than the Public Trustee and the absence of a charging clause will probably be an insuperable difficulty.

4. I question your suggestion that it is largely a matter of chance whether the trust instrument confers wider powers of investment. Surely every solicitor takes instructions on the point. Altogether to abolish restrictions on investments may put intolerable pressure on trustees on the part of beneficiaries. In any case trustees should be limited to ordinary stock or shares, which have paid, say, at least 5 per cent. for at least five years, or which are offered to trustees by virtue of an existing holding held at the commencement of the trust.

5. While heartily agreeing that there should always be at least two trustees to deal with capital moneys, I suggest that a limitation of three months for an appointment of a second trustee is an impossibility, especially under existing conditions. (For instance, by reason of the death of a co-trustee, I am in the hateful position of having become sole trustee of a number of investments to which beneficiaries in U.S.A. are absolutely entitled, but which at present I cannot distribute owing to restrictions. It would not be fair to the beneficiaries to involve them in the expense of the appointment of a second trustee.) After the end of the present emergency an appointment of a second trustee within six or twelve months might conceivably be required.

6. That a purchaser affected by notice, however acquired, that a person in whose favour an assent has been made was not the original devisee, should be absolved from any responsibility if a fraud on the revenue or on the original devisee is involved, even if he has notice of it.

7. I regret that I wholly disagree that the "new law," so far as conveyancing practice is concerned, is a complete success. I find all solicitors whom I have consulted, and who were familiar with the old practice, agree with me that the new practice is more difficult, more onerous for solicitors and often more expensive to their clients. The one improvement (apart from small ones which should have been made years ago) is the abolition of undivided shares in the legal estate, though even here in the past I can remember no difficulty which proved insuperable.

Bristol, 1. C. MEADE-KING.

"The Conveyancer" writes :

"I agree with several of the suggestions in this letter, for which I am obliged. My comments are as follows :—

1. Personally I think that both "Wolstenholme" and "Prideaux" are wrong, and that it is perfectly clear that the statutory receipt cannot be endorsed on a transfer. L.P.A., s. 115 (7) says that "Where the mortgage consists of a mortgage and a further charge or of more than one deed, it shall be sufficient for the purposes of this section, if the receipt refers either to all the deeds whereby the mortgage money is secured or to the aggregate amount of the money thereby secured and for the time being owing, and is endorsed on, or written at the foot of, or annexed to, one of the mortgage deeds." How "Prideaux" (23rd ed., Vol. II, p. 609) gets out of these words the meaning that the receipt must be endorsed on, written at the foot of, or annexed to the *original* mortgage, I do not know. Equally, there seems to be no ground for "Wolstenholme" (12th ed., p. 431) to say that a transfer, whether *or not* (my italics) containing a further charge, may have the receipt endorsed on it. The subsection requires endorsement, etc., on "one of the mortgage deeds." I suggest this must mean "one of the deeds imposing a charge."

2. I see no objection to this suggestion, except in cases where any reliance is to be placed on the personal covenant in a mortgage.

3. I am not so sure about this suggestion ; I think that it would necessitate legislation concerning corporate trustees generally assimilating their duties, powers and liabilities to those of the Public Trustee.

4. Every solicitor certainly ought to take instructions about the investment clause, and I have no doubt that most of them do so. The chance consists in the instructions. Testators are less forethoughtful in this matter than one would wish.

5. I agree that three months might be too short and too rigid a time limit in some cases. In the case mentioned by my correspondent, however, where there are beneficiaries absolutely entitled, and, I suppose, of full age, they would of course be entitled unanimously to waive the rule under any system which might be devised.

6. I agree. This proposal means substituting the word "conclusive" for the word "sufficient" in A.E.A., s. 36 (7).

7. I regret this disagreement which is one between generations. Having been brought up on the new system I cannot imagine why anyone has an affection for the cumbersome methods of twenty-one years ago and earlier. In any case the new system has come to stay and its failures may perhaps be partly ascribable to the reluctance of older practitioners to work it. This reluctance plays into the hands of the advocates of registration of title. On this last point see the immediately following letter from a reader, on which I offer no other comment."

Sir,—With reference to "A Conveyancer's Diary" of 1st December (89 SOL. J. 539), I cannot understand why you cannot understand the reference to The Law Society. See "Opinion of the Council No. 1308a," 8th April, 1943, distributed with the *Law Society's Gazette* for August, 1944.

Apart from this I heartily agree with all you say. As a young solicitor I find that my seniors are usually right—except on the 1925 property legislation. When they *are* wrong they are very stubborn in their wrongheadedness. And in this instance they have the support of The Law Society and of the "Encyclopædia of Forms, etc."—why recite the will in a conveyance by personal representatives ?

SUBSCRIBER.

REVIEW

Solicitors' Accounts. By H. NEVIL SMART, C.M.G., O.B.E., J.P., Solicitor, and P. H. BLACKWELL, F.C.A. With a Foreword by Sir HARRY G. PRITCHARD, Kt., D.L., Solicitor. Second Edition, 1945. London : The Solicitors' Law Stationery Society, Ltd. 15s. 6d. net.

To a solicitor returning to his practice after war-time absence or a book-keeper trained in commercial methods taking up a post in a solicitor's office this book should prove valuable. It states the new legal position clearly and concisely and sets out accountancy methods for keeping within the law. Whether all the books suggested are really necessary or not is a matter for the particular solicitor concerned, depending on the type of his practice and the time and staff available, but the clear examples and readable text should enable any reader with a modicum of book-keeping knowledge to adapt or modify the methods set out to suit his own needs. The authors' suggestion that a loose-leaf ledger is a convenience is a good one if practicable, but the reviewer's experience is that the ordinary bound ledger is better for the majority of practices. The Index with its references to both the legal and accountancy sides of the subject is comprehensive and should prove useful when knotty points occur. It is an excellent book.

BOOKS RECEIVED

Palmer's Company Guide. A manual of everyday law and practice. Thirty-fifth Edition. By J. CHARLESWORTH, LL.D., of Lincoln's Inn, Barrister-at-law. 1946. pp. x and (with Index) 266. London : Stevens & Sons, Ltd. 5s. net.

Marriage, Separation and Divorce. By H. B. GRANT, M.A., of Gray's Inn, Barrister-at-law. 1946. pp. 130 (with Index). London : Stevens & Sons, Ltd. 3s. 6d. net.

Latey on Divorce. Thirteenth Edition. By WILLIAM LATEY, M.B.E., Barrister-at-law, and D. PERRONET REES, of the Divorce Registry. 1946. pp. xcvi and (with Index) 1,275. London : Sweet & Maxwell, Ltd. £3 7s. 6d. net.

Questions and Answers on Equity. By CLIFFORD W. RIVINGTON, B.A. (Oxon) of the Middle Temple, Barrister-at-law. Second Edition. 1946. pp. xxv and 111. London : Sweet and Maxwell, Ltd. 6s. net.

NOTES OF CASES

CHANCERY DIVISION

Tithe Redemption Commission *v.* Governors of Queen Anne's Bounty

Romer, J. 12th December, 1945

Tithe—Tithe rent-charge—Extinguishment—Compensation—"Free from rates"—Meaning—Tithe Act, 1936 (26 *Geo., c.* 5 *&* 1 *Edw.* 8, *c.* 43), *ss.* 1, 4, *Sched.* I, *Pt.* I, *para.* 4.

Adjourned summons.

The Tithe Act, 1936, s. 1, provides for the extinguishment of all tithe rent-charge as from the 2nd October, 1936. By s. 2 redemption stock is to be issued as compensation. Section 4 establishes the tithe redemption commission and gives to that body the duty, *inter alia*, of determining how much stock is to be issued for compensation for extinguishment. Part 1 of the First Schedule to the Act is headed : "Deduction from gross annual value of a tithe rent-charge for determination of amount of compensation." Paragraph 4 states : "In the case of a rent-charge created in lieu of any corn rent or like payment which was free from rates, or a rent-charge which was otherwise free from rates, no deduction shall be made in respect of rates, and, subject to the provisions of para. 5 of this part, in a case in which the owner of a rent-charge was liable during the three years aforesaid"—that is, those ending on 31st March, 1934, 1935 and 1936—"to be charged only a proportion of any rate, the deduction in respect of rates shall be that proportion of the sum calculated in accordance with the provisions of the last foregoing paragraph." This summons was taken out by the Tithe Redemption Commission asking whether, in order to determine the amount of stock to be issued for compensation in respect of the extinguishment of a tithe rent-charge, the commission ought to make a deduction in respect of rates in the manner prescribed by Pt. I of the First Schedule of the Act from the gross annual value of every such rent-charge except a rent-charge which (*a*) being a rent-charge created in lieu of corn rent or other like payment was created in lieu of any such corn rent or like payment, as was expressed by the statute by which it was created to be free from liability for the payment of rates, (*b*) being any other rent-charge, was created in lieu of such tithe as was by statute expressed to be free from the liability for the payment of rates. The commission contended that "free from rates" referred only to legal liability. Queen Anne's Bounty contended that the commission was concerned not with the question of legal liability but with the factual position, and that if, on the appointed day, a rent-charge was found for any reason not to be assessed to rates, that rent-charge was free from rates within para. 4.

ROMER, J., said that a necessary foundation of the commission's argument was that corn rents and tithes in respect of which rent charges were created were legally rateable. The matter originated with s. 1 of the Poor Law Relief Act, 1601, and it was clear that long before the Act of 1936 such tithes were treated as assessable to rates. At all material times all money payments in lieu of tithe were assessable in general to rates equally with tithe itself. At the date of the passing of the Tithe Act, 1936, all tithe rent-charge (apart from extraordinary tithe rent-charge) was liable to rates unless the tithes for which it had been originally substituted had themselves been exempted from liability by a local Act, or because it was awarded under the Tithe Act, 1860, in lieu of corn rent, which was itself exempted from liability by virtue of the local Act creating it. Once it was established that tithe corn rent, and money paid in lieu of tithe, were in general liable to be rated but that some was exempted from that liability by express enactment, the Legislature's meaning as expressed in para. 4 was free from difficulty. The partial exemption conferred by the latter part of the paragraph clearly referred to rent-charges which by reason of statutory intervention had received freedom from liability to be assessed to rates. A deduction accordingly fell to be made under para. 3 of Pt. 1 of the First Schedule in respect of rates in the case of a rent-charge which could not claim immunity in the sense to which he referred.

COUNSEL : *W. F. Waite ; C. L. Henderson*, K.C.,

SOLICITORS : *Official Solicitor ; Solicitor*, Queen Anne's Bounty.

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.]

COURT OF CRIMINAL APPEAL

R. *v.* Perry

Wrottesley, Stable and Lynskey, JJ. 16th October, 1945

Criminal law — Indictment — Duplicity — Insufficient particulars —Debtors Act, 1869 (32 *&* 33 *Vict., c.* 62), *s.* 13 (1).

Appeal from conviction.

The appellant was convicted at London Sessions of obtaining, on three separate charges, credit under false pretences or by

some other form of fraud. The grounds of appeal were that the indictment was bad, first, for duplicity, and secondly, in the alternative, because the particulars given in it were insufficient.

STABLE, J., giving the judgment of the court, first considered the objection on the ground of duplicity, and said that, under the statement of offence in the count complained of, appeared the words: "Obtaining credit by fraud contrary to s. 13 (1) of the Debtors Act, 1869," and, under the particulars of offence, the words: "Charles Norman Perry, between the 17th and 22nd days of February, 1945, in incurring a debt or liability to the Frederick Hotels, Ltd., obtained credit to the amount of £11 13s. 11d. under false pretences or by means of other fraud." The section of the Debtors Act under which he was charged made it an offence to incur a debt by obtaining credit under false pretences or any other form of fraud. In the opinion of the court, the indictment was not bad on the ground of duplicity. That count alleged one offence only, and the matter was precisely covered by r. 3 of the rules contained in Sched. I to the Indictments Act, 1915. With regard to the complaint that the particulars given in the indictment were inadequate, they were certainly not very informative. In the second count, the particulars stated that on a second date the appellant did an act falsely to suggest that he was acting in the service of His Majesty, without conveying much idea to the reader what sort of act it was that he was supposed to have done. In the opinion of the court, however, that did not invalidate the conviction. No complaint was made at the trial. The appellant and his advisers had the depositions and knew precisely the case which they had to meet. Consequently no application for further enlightenment had been made, and nobody was any the worse off. An otherwise proper conviction could not be set aside on the ground of a technicality which had injured no one. The appeal must be dismissed.

COUNSEL: *Marston Garsia; N. Parkes.*

SOLICITORS: *Henry Flint; Director of Public Prosecutions.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

PROBATE, DIVORCE AND ADMIRALTY

Gillman *v.* Gillman

Lord Merriman, P., and Byrne, J. 23rd January, 1946

Husband and wife—Desertion—Separation agreement—Non est factum—Undue influence—Onus of proof.

Appeal from a decision of a metropolitan magistrate sitting at Greenwich Police Court.

A wife took out a summons against her husband alleging (*a*) desertion and (*b*) wilful neglect to maintain her. The magistrate accepted the wife's evidence, which was that the husband left home on the 30th December, 1943, after she had, the night before, signed, at her husband's request, an agreement which he placed before her; that she did not ask what the document was; and that, although they had been getting on badly for some years, she had not asked for a separation and did not know what the agreement contained. It was not suggested that the husband made any misrepresentation or concealed any facts, and the magistrate found that there was no evidence of duress. The agreement provided that the wife should be free of all control by her husband and should have no right to be supported by him, and that neither party should molest the other. The wife said that she never received a counterpart of that agreement. The husband's evidence was that the agreement was executed in order to give effect to the wife's requests for a separation agreement. The magistrate held, on the wife's evidence, that she did not know what she was signing when she signed the agreement, and he accordingly found the husband guilty of desertion. He did not determine the issue of wilful neglect to maintain. The husband now appealed.

LORD MERRIMAN, P., said that, without considering the husband's evidence, and taking the wife's evidence at its face value, including her statement that she never received a counterpart of the agreement, it was impossible to support the finding of the magistrate of *non est factum* in the absence of any evidence of fraud, concealment or duress. The case could not come within the principle stated by Warrington, J., in *Howatson* v. *Webb* [1907] 1 Ch. 537, quoting from Cotton, L.J., in *National Provincial Bank of England* v. *Jackson* (1886), 33 Ch. D. 1, at p. 10, a principle applied and developed by Buckley, L.J., in *Carlisle and Cumberland Banking Co.* v. *Bragg* [1911] 1 K.B. 489, at p. 496. Incapability of ascertaining, or deception as to, the contents of the deed were necessary. It had also been argued that, taking the magistrate's findings, and the husband and the wife being alone engaged in the transaction in question, the deed must be voidable as against the husband because the facts showed at least undue influence. That principle was not applicable to this case. In *Howes* v. *Bishop* [1909] 2 K.B. 390 it was held that the rule of equity as to confidential relationships did not necessarily apply to the relation of husband and wife so as to throw on the husband the onus of disproving an allegation of undue influence. Farwell, L.J., went further and said that that relation did not come within the rule of equity laid down in *Huguenin* v. *Baseley* (1807), 14 Ves. 273, and approved by Cozens-Hardy, J., in *Barron* v. *Willis* [1899] 1 Ch. 578, and observed that married life would be rendered intolerable if in every transaction by way of gift by a wife to her husband the onus were on the husband to show that the wife had had independent advice. That applied *a fortiori* to an agreement merely regulating the future relations of husband and wife. The deed, as it stood, made it impossible for the wife to establish that the husband had deserted her. As for the charge of wilful neglect to maintain, the mere fact that the parties were living apart would be no bar to it, but her undertaking not to require her husband to maintain her was a formidable obstacle in her way in seeking to establish the charge. *Diggins* v. *Diggins* [1927] P. 88 and *Matthews* v. *Matthews* [1932] P. 103 established that neither an agreement to separate nor one not to claim maintenance ousted the jurisdiction of the court of summary jurisdiction to award maintenance in a suitable case. The case must be remitted to Greenwich Police Court for determination of the charge of wilful neglect to maintain.

COUNSEL: *Brundrit; Poole.*

SOLICITORS: *Philcox, Sons & Edwards; Harold H. Pugh.*

[Reported by R. C. CALBURN, Esq., Barrister-at-Law.]

OBITUARY

MR. A. S. BROOKES

Mr. Arthur Stanley Brookes, solicitor, of Messrs. Bevan, Hancock & Co., solicitors, of Bristol, died recently. He was admitted in 1906.

MR. A. H. DICKINSON

Mr. Adolphus Havergal Dickinson, solicitor, of Messrs. Ingledew, Mather & Dickinson, solicitors, died recently, aged eighty-six. He was admitted in 1882.

MR. J. HEARFIELD

Mr. John Hearfield, solicitor, of Messrs. Hearfield & Lambert, solicitors, died recently. He was admitted in 1907.

HIGH COURT OF JUSTICE

CHANCERY DIVISION

The Lord Chancellor has made and given the following appointments and directions:—

(1) Mr. Justice Vaisey to be the Judge for hearing appeals and petitions under s. 92 (*2*) of the Patents and Designs Act, 1907, and Ord. 53A, r. 1.

(2) Mr. Justice Vaisey, Mr. Justice Romer and Mr. Justice Roxburgh, or one or more of them, to be the Judges to exercise the jurisdiction in bankruptcy.

(3) Mr. Justice Vaisey to be the Judge for the hearing of proceedings under Ord. 55A, r. 4 (Guardianship of Infants Acts, 1886 and 1925).

(4) Mr. Justice Vaisey to be the Judge for hearing proceedings under Ord. 55C (War Damage Act, 1943).

(5) Mr. Justice Vaisey, Mr. Justice Evershed and Mr. Justice Wynn-Parry, or one or more of them, to be the Judges by whom the jurisdiction of the High Court under the Companies Act, 1929, is to be exercised.

(6) Mr. Justice Evershed and Mr. Justice Romer to be the Judges for the hearing of causes or matters proceeding in the District Registries of Liverpool and Manchester.

The following appointments and directions previously made will remain in force:—

(1) Mr. Justice Romer to be the single Judge for the purpose of hearing such appeals under Ord. 54D of the Rules of the Supreme Court (Law of Property Acts, etc.) as are to be heard and determined by a single judge; and Mr. Justice Vaisey and Mr. Justice Romer to be the two Judges constituting a Divisional Court for the purpose of hearing and determining such appeals under Ord. 54D as, in accordance with the provisions of that Order, are to be heard and determined by a Divisional Court of the Chancery Division.

(2) Mr. Justice Romer to be the Judge for the duties imposed by r. 15 (*2*) of the Public Trustee Rules, 1912.

(3) Mr. Justice Evershed to be the Judge to whom references or disputes under s. 29 of the Patents and Designs Act, 1907, as amended, are assigned.

(4) Mr. Justice Evershed to be the Patents Appeal Tribunal under s. 92A of the Patents and Designs Act, 1907.

In accordance with arrangements made between the Chancery Judges, Mr. Justice Vaisey will hear proceedings under the Liabilities (War-time Adjustment) Acts, 1941 and 1944.

Lord Chancellor's Office,
House of Lords, S.W.1.
19th February, 1946.

PARLIAMENTARY NEWS

HOUSE OF LORDS

Read First Time :—

MINISTRY OF HEALTH PROVISIONAL ORDER (MORTLAKE CREMATORIUM BOARD) BILL [H.C.]. [18th February.

Read Second Time :—

AGRICULTURE (ARTIFICIAL INSEMINATION) BILL [H.C.]. [19th February.

ASSURANCE COMPANIES BILL [H.C.]. [19th February.

MINISTERS OF THE CROWN (TRANSFER OF FUNCTIONS) BILL [H.C.]. [19th February.

Read Third Time :—

STATUTORY INSTRUMENTS BILL [H.C.]. [18th February.

TRUNK ROADS BILL [H.C.]. [20th February.

HOUSE OF COMMONS

Read First Time :—

AGRICULTURAL DEVELOPMENT (PLOUGHING UP OF LAND) BILL [H.C.].

To reduce the period for which land must have been under grass in order that a ploughing grant may be made in respect thereof. [20th February.

HILL FARMING BILL [H.C.].

To make provision for promoting the rehabilitation of hill farming land; for the payment of subsidies in respect of hill sheep and hill cattle; for controlling the keeping of rams and ram lambs; for regulating the burning of heather and grass; and for amending the law as to the valuation of sheep stocks in Scotland. [18th February.

Read Third Time :—

NATIONAL INSURANCE (INDUSTRIAL INJURIES) BILL [H.C.] [22nd February.

RECENT LEGISLATION

STATUTORY RULES AND ORDERS, 1946

No. 209. **Alien.** Landing and Embarkation. Direction, Feb. 12, under Article 14 of the Aliens Order, 1920, as subsequently amended, exempting certain Persons from certain Provisions of Articles I and IB of that Order.

No. 201. Alien. Registration. Direction, Feb. 9, by the Secretary of State under Articles 14 and 17 (2) of the Aliens Order, 1920, as subsequently amended.

No. 224. **County of Surrey** (Electoral Divisions) Order, Feb. 15.

No. 197. **Distribution of Industry** (Development Areas) Order. Feb. 16.

No. 187. **Supreme Court, Northern Ireland.** Procedure. Order of the Lord Chief Justice of Northern Ireland, dated Feb. 1, 1946, altering r. 1 of Order LXXX and annulling paras. (*c*), (*d*) and (*e*) of r. 4 of the same Order and substituting new paragraphs therefor, of the Rules of the Supreme Court (Northern Ireland), 1936 (S.R. & O., 1936, No. 70), II, p. 2559).

No. 193. **Trading with the Enemy** (Polish Notes and Coins) (Revocation) Order. Feb. 8.

No. 183. Trading with the Enemy (Specified Persons) (Amendment) (No. 14) Order. Feb. 12.

STATIONERY OFFICE

List of Statutory Rules and Orders issued during January, 1946.

[Any of the above may be obtained from the Publishing Department, S.L.S.S., Ltd., 88/90, Chancery Lane, London, W.C.2]

NOTES AND NEWS

Honours and Appointments

The King has approved that Lord Justice ASQUITH and Lord Justice COHEN be sworn of His Majesty's Most Honourable Privy Council on their appointment to be Lords Justices of Appeal; and that the honour of knighthood be conferred upon The Hon. Mr. Justice SELLERS, M.C., and The Hon. Mr. Justice PARRY, on their appointment as Justices of His Majesty's High Court of Justice.

Mr. NORMAN PHILLIPS LESTER, Clerk of Solihull Urban District Council, has been appointed Town Clerk of Hastings in succession to Mr. D. W. Jackson, who is retiring after twenty-five years' service. Mr. Lester was admitted in 1925.

The Home Office have announced that a woman who has lost her British nationality by reason only of her marriage to an alien is no longer required to register with the police under the Aliens Order. Women already registered who are entitled to benefit by this exemption are asked to take or send to the police of the district in which they are registered their certificates of registration for endorsement.

REQUISITIONING

Circular 45/46 issued by the Minister of Health draws the attention of local authorities to the Supplies and Services (Transitional Powers) Act, 1945, which provides for continuing by Order in Council (with or without amendment) certain Defence Regulations made in pursuance of the Emergency Powers (Defence) Act, 1939, which expired on the 24th February.

An Order in Council (S.R. & O. No. 1616) has been made continuing, *inter alia*, Defence Regulation 51 (Requisitioning) which it makes applicable to the purposes specified in s. 1 (1) of the new Act.

The effect is that the power is retained to requisition property for any purpose specified in s. 1 (1) of the 1945 Act, as well as to hold for those purposes any property requisitioned before the expiry of the 1939 Act; accordingly, no fresh act of requisitioning or notification to the owner is required in the case of property held at the expiry of the 1939 Act.

A separate circular is being issued jointly with the Secretary of State for the Home Department and the Secretary of State for Scotland relating to property requisitioned for civil defence purposes.

REBUILDING OR REPAIR OF BOMB-DAMAGED PROPERTY

Inquiries reaching the War Damage Commission from all classes of owners of war-damaged land and buildings disclose a widespread impression that the commission is responsible for the actual ordering and carrying out of the work of repair or rebuilding.

The commission desires to make it clear that this is not correct. Its function is to pay the reasonable charges for repairing damaged buildings and for the rebuilding of those destroyed which are entitled to cost of works. But in cases, both of repair or rebuilding, where the work has not been undertaken by a local authority, the responsibility for making all the necessary arrangements for restoration—employment of architect, builder, etc.—rests solely with the owner. Complete facilities have been provided by the commission for owners to consult its regional offices on the specification and form of contract where a house is to be rebuilt as a cost of works case, and for the solution of any reasonable doubt whether some or all of any repairs proposed to be carried out are of a nature that the commission would pay for.

In cases where a local authority has partially repaired a war-damaged house, the owner should himself arrange for the remainder of the work to be done and claim against the commission for its proper cost.

COURT PAPERS

SUPREME COURT OF JUDICATURE

HILARY SITTINGS, 1946

COURT OF APPEAL AND HIGH COURT OF JUSTICE—CHANCERY DIVISION

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.			Emergency Rota.	Appeal Court I.	Mr. Justice Uthwatt.
Mon.	Mar.	4	Mr. Hay	Mr. Jones	Mr. Reader
Tues.,	,,	5	Farr	Reader	Hay
Wed.,	,,	6	Blaker	Hay	Farr
Thurs.,	,,	7	Andrews	Farr	Blaker
Fri.,	,,	8	Jones	Blaker	Andrews
Sat.,	,,	9	Reader	Andrews	Jones

Date.			Group A. Mr. Justice Cohen. *Witness.*	Mr. Justice Vaisey. *Non-Witness.*	Group B. Mr. Justice Evershed. *Non-Witness.*	Mr. Justice Romer. *Witness.*
Mon.,	Mar.	4	Mr. Blaker	Mr. Andrews	Mr. Farr	Mr. Hay
Tues.,	,,	5	Andrews	Jones	Blaker	Farr
Wed.,	,,	6	Jones	Reader	Andrews	Blaker
Thurs.,	,,	7	Reader	Hay	Jones	Andrews
Fri.,	,,	8	Hay	Farr	Reader	Jones
Sat.,	,,	9	Farr	Blaker	Hay	Reader